



CARNELIAN ART GALLERY
221 KING ST., SUITE 102
MADISON, WI 53703
CARNELIANART.COM

CONTACT: EVAN BRADBURY
608-333-5309
CARNELIANARTGALLERY@GMAIL.COM

OPEN STUDIO SPACE USE TERMS AND CONDITIONS

King Street Gallery, LLC ("Gallery") leases property at 221 King Street, Madison, Wisconsin, 53703 ("Property"). Carnelian Art LLC ("Carnelian") operates a gallery and related activities at the Property. Gallery and Carnelian desire to have third party Users have non-exclusive access to the Open Studio Space for various activities and on such terms as are described in the Open Studio Space Agreement ("Agreement") attached hereto. These Terms and Conditions shall apply to any such Agreement. Where there are conflicts between these Terms and Conditions of the applicable Agreement, the terms of the Agreement shall control.

USE OF OPEN STUDIO SPACE. User shall have non-exclusive use of the designated open studio space identified in the attached Property layout ("Open Studio Space" or "Space"), including use of the restroom and wet sink. All use shall be in accordance with the Agreement and other rules and regulations set by Gallery. User may not modify or change the Open Studio Space. Gallery and Carnelian are not responsible for providing or assisting in any set up or removal of artwork, food or beverage service or any other activities relating to User's use of the Space; all such costs and expenses being the sole responsibility of User.

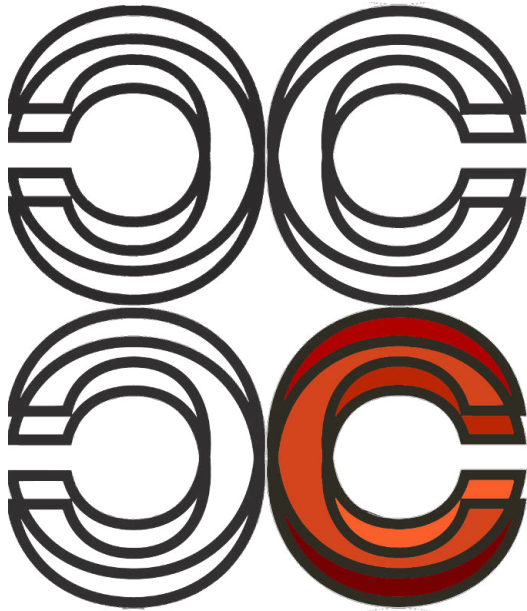
USER FEES AND CHARGES. The Charge for use of the Open Studio Space shall be as set forth in the Agreement. All payments shall be made to Carnelian Art LLC as agent for the Gallery.

DATES AND HOURS OF USE. User shall have use of the Open Studio Space for the following hours and days set forth in the Agreement ("Designated Time of Use"). User shall have access to the Open Studio Space only during the Designated Time of Use. Access to the Carnelian Gallery shall be allowed only for ingress and egress to and from the Open Studio Space during the Designated Time of Use.

MAXIMUM OCCUPANCY OF USER SPACE. Use of the Open Studio Space by User is limited to no more than INSERT NUMBER persons at any one time.

SMOKING and ALCOHOL. Smoking is prohibited anywhere on the Property. User shall not sell, possess or consume alcohol on the Property except in accordance with applicable laws, permits and regulations.

RULES OF CONDUCT. User agrees to conduct his or her activities in a reasonable manner and shall not interfere with the use and enjoyment of the space by others. User also agrees to use reasonable care to avoid damage to the Property or the property of other users. User shall use common courtesies in communicating with other users. User will leave the Open Studio Space in a clean condition and properly dispose of any garbage and refuse. User will



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be responsible for the conduct of its guests and customers.

SECURITY DEPOSIT. User shall pay Gallery a security deposit, if any, as set forth in the Agreement. If charged, the Security Deposit shall be applied first to any cleaning costs and repair costs due to User's use of the space with the balance returned to User within five (5) business days after surrender of the Open Studio Space. User shall be responsible for any damage or cleaning costs which exceed the amount of the Security Deposit.

SURRENDER OF SPACE. User will be responsible for and liable to Gallery for all repairs to the Open Studio Space and the Property required due to damage caused by User and/or User's guests and for any cleaning. Similarly, User shall be liable to Carnelian for any damage to the Carnelian Gallery due its use of the Carnelian space for access to and from the Open Studio Space.

SECURITY POLICIES. User has inspected the Open Studio Space and Property and understands that the Open Studio Space and Property will be open and accessible by other persons and will be used by other persons. User is responsible for the security and safety of all its property and belongings which are brought onto or stored on the Property as well as the property and belongings of any customer or guest. Gallery and Carnelian and their owners are not responsible for any loss or damage to User's property and belongings or the property and belongings of User's customers and guests.

SAFETY RULES. No toxic, harmful and strong odor chemicals other than paints may be used at any time. Oil paints and other oil-based materials are not to be dumped in the sink at any time. It is also recommended that you wear gloves, mask and/or respirator whenever handling chemicals, cleaners and solvents.

NON-ASSIGNMENT. User may not transfer or assign this Open Studio Space Agreement to any other person or entity without Gallery's consent, which consent may be granted or denied in Gallery's sole discretion.

RIGHT OF ENTRY AND TERMINATION. Gallery and Carnelian and their officers, agents and employees shall have the right to enter the Open Studio Space and Property at all times to confirm User's conformance to these Terms and Conditions and the Agreement. If Gallery or Carnelian determine, in their sole judgment, that User has breached these Terms and Conditions or the Agreement, Gallery shall have the right to terminate the Agreement prior to the expiration.

CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with these Terms and Conditions, the Agreement and all laws, rules, regulations and ordinances, including those relating to alcohol sale and consumption and noise. User shall not



IN WITNESS WHEREOF, User acknowledges receipt and acceptance of these Terms and Conditions.

USER:

GALLERY OWNER:

DATE:

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